

ADDENDUM TO IMPLEMENTATION AGREEMENT

THIS ADDENDUM is made and entered into this 17th day of ~~January~~^{February}, 2003, between LOWE'S HOME CENTERS, INC., a North Carolina Corporation ("Lowe's") and LEON COUNTY, a political subdivision of the State of Florida ("the County").

RECITALS

WHEREAS, the County and Hopkins Crossing Ltd., a Florida Limited Partnership, entered into an Implementation Agreement on September 25, 2000, setting forth, among other things, certain maintenance fees to be paid by Hopkins Crossing Ltd. as its pro rata share of the cost of maintenance of the stormwater management facility for Hopkins Crossing Subdivision ("the Stormwater Management Facility"); and

WHEREAS, Lowe's is the developer of Phase 1 of Hopkins Crossing Subdivision and has agreed to install the drainage facilities for Phase 1 of said subdivision in accordance with Leon County permit conditions and plans and specifications prepared by Moore Bass Consulting (Project No. 99-052) and Creech Engineering (Project No. 99-068), as more specifically set forth in that certain Performance Agreement entered into on September 19, 2000, between Lowe's, the County and Hopkins Crossing Ltd.; and

WHEREAS, in consideration of the County's acceptance of ownership and maintenance of the Stormwater Management Facility and issuance of a final Certificate of Occupancy for the Lowe's Home Center constructed in the Hopkins Crossing Subdivision, Lowe's has agreed to pay an additional maintenance fee as its pro rata share of the costs associated with monitoring the Stormwater Management Facility for evidence of beaver activity and humane removal of beavers, beaver dams, and other water-flow obstructions caused by beavers, as necessary; and

WHEREAS, Lowe's and the County have agreed to execute this Addendum to the Implementation Agreement to memorialize their agreement regarding the additional maintenance fee described above.

NOW THEREFORE, based on the foregoing, Lowe's and the County hereby agree as follows:

AGREEMENT

1. Lowe's shall make a one-time payment of \$160,000 to the County, representing Lowe's pro rata share of the costs associated with monitoring the Stormwater Management Facility for evidence of beaver activity and humanely removing beavers, beaver dams, and other water-flow obstructions caused by beavers, as necessary. This payment is in addition to the payment required under paragraph 1 of the Implementation Agreement and represents the projected 15-year cost associated with monitoring for beaver activity and humanely removing beavers, beaver dams, and other water-flow obstructions caused by beavers. This amount also includes the cost of installing and maintaining an automated rain gauge on site that will notify the County of rainfall events of a specified duration.

2. Lowe's obligation to pay the amount required by paragraph 1 of this Addendum is conditioned upon the County's acceptance of ownership and maintenance of the Stormwater Management Facility and issuance of a final Certificate of Occupancy for the Lowe's Home Center constructed in the Hopkins Crossing Subdivision.

3. Except as modified by this Addendum, the provisions of the Implementation Agreement and Performance Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Addendum as of the dates set forth below.

WITNESSES:

Mike Harless
(Signature)

MIKE HARLESS
(Printed Name)

Charles W. Sturdivant
(Signature)

Charles W. Sturdivant
(Printed Name)

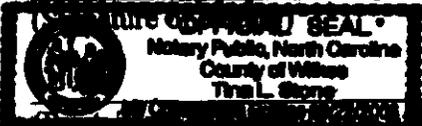
LOWE'S HOME CENTERS, INC.
A NORTH CAROLINA CORPORATION

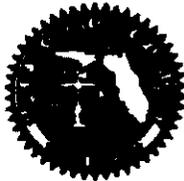
J. Daniel Pardue
(Signature)

J. DANIEL PARDUÉ
By

STATE OF NORTH CAROLINA
COUNTY OF Wilkes

The foregoing instrument was acknowledged before me this 3rd day of February, 2003, by J. Daniel Pardue, who is the VP, Engineering & Const. of Lowe's Home Centers, Inc., a North Carolina Corporation, who is personally known to me.

Tina L. Stone
 Notary Public, North Carolina
County of Wilkes
Tina L. Stone
(Notary)



Attested by:
CLERK OF THE COURT

By: Bob Inzer
Bob Inzer, Clerk of the Court

LEON COUNTY
Tony Grippa
Tony Grippa, Chairman
Board of County Commissioners

DATE: 2/17/03

Approved as to form and legality
By: Herbert W. A. White
Herbert W. A. White, Esq.
County Attorney